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15 Attorneys for Plaintiffs

16 **UNITED STATES DISTRICT COURT**  
17 **DISTRICT OF NEVADA**

18 TRUSTEES OF THE CEMENT MASONS  
19 AND PLASTERERS HEALTH AND  
20 WELFARE TRUST; TRUSTEES OF THE  
21 CEMENT MASONS AND PLASTERERS  
22 JOINT PENSION TRUST; TRUSTEES OF  
23 THE CEMENT MASONS AND  
24 PLASTERERS VACATION SAVINGS  
25 PLAN TRUST; AND TRUSTEES OF THE  
CEMENT MASONS AND PLASTERERS  
JOINT APPRENTICESHIP TRAINING  
TRUST,

Case No.: 2:12-cv-00786-GMN-CWH

STIPULATED/CONSENT JUDGMENT

20 Plaintiffs,  
21 vs.  
22 PEEK CONSTRUCTION COMPANY, a  
23 Nevada corporation; PEEK  
24 CONSTRUCTION COMPANY, a Nevada  
corporation doing business as EL CAMINO  
CONSTRUCTION CO., INC.; and  
25 WILLIAMS BROTHER INC., a Nevada  
corporation.

26 Defendants.

1 Defendants Peek Construction Company, a Nevada Corporation (“Peek”) and Williams  
 2 Brother, Inc., a Nevada corporation (“Williams”) (collectively referred to as “Defendants”),  
 3 hereby stipulate and consent to entry of judgment in favor of Plaintiffs, Trustees of the Cement  
 4 Masons and Plasterers Health and Welfare Trust, Trustees of the Cement Masons and Plasterers  
 5 Joint Pension Trust, Trustees of the Cement Masons and Plasterers Vacation Savings Plan Trust,  
 6 and Trustees of the Cement Masons and Plasterers Joint Apprenticeship Training Trust  
 7 (collectively referred to as “Trust Funds”), and against Peek for the total sum of \$8,746 for audit  
 8 fees and attorneys’ fees, and against Williams for the total sum of \$71,569 for delinquent  
 9 employee benefit contributions and related costs and fees owed under the Employee Retirement  
 10 Income Security Act of 1974 (“ERISA”).

12 The parties have stipulated and therefore the Court finds:

13 1. Defendants are signatory to and bound by the terms of a collective bargaining  
 14 agreement (“CBA”) with the Operative Plasterers and Cement Masons International Association  
 15 Local No. 797 (“Union”), in which the Defendants agreed to abide by the trust agreements  
 16 establishing the respective Trust Funds and any amendments thereto (“Trust Agreements”).

18 2. Under the CBA and the Trust Agreements, the Defendants are obligated to pay  
 19 employee benefit contributions to the Trust Funds on behalf of the Defendants’ bargaining unit  
 20 employees represented by the Union.

21 3. Based on a contract compliance review (“Audit”) for the period of April 1, 2010,  
 22 through May 31, 2012, Peek owes the Trust Funds \$8,746 for Audit fees and attorneys’ fees.

24 4. Based on Audits for the time period of August 8, 2006, through May 31, 2012,  
 25 Williams owes the Trust Funds \$71,569 in employee benefit contributions, fees, interest and  
 26 liquidated damages to date.

1       5. This Stipulated/Consent Judgment is entered into by and between the Defendants  
2 and the Trust Funds for employee benefit contributions and related costs and fees owed to the  
3 Trust Funds by ERISA.  
4       December 14  
5       Dated: November 14, 2012

6       BROWNSTEIN HYATT FARBER  
7       SCHRECK, LLP

8       \_\_\_\_\_  
9       Adam P. Segal, Esq.  
10      Clark V. Vellis, Esq.  
11      Bryce C. Loveland, Esq.  
12      100 North City Parkway, Suite 1600  
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14      Attorneys for Plaintiffs

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
100 North City Parkway, Suite 1600  
Las Vegas, Nevada 89106-4614  
(702) 382-2101

1       December 11  
2       Dated: November 11, 2012

3       PEEK CONSTRUCTION COMPANY, a  
4       Nevada corporation

5       \_\_\_\_\_  
6       Name: Michael Peck

7       Title: President

8       Telephone: \_\_\_\_\_

9       Facsimile: \_\_\_\_\_

10      Dec  
11      Dated: November 11, 2012

12      WILLIAMS BROTHER, INC., a Nevada  
13      corporation

14      \_\_\_\_\_  
15      Name: Michael Peck

16      Title: President

17      Telephone: \_\_\_\_\_

18      Facsimile: \_\_\_\_\_

## **JUDGMENT**

Judgment is hereby entered against Peek Construction Company, a Nevada corporation in the amount of \$8,746 and judgment is hereby entered against Williams Brother, Inc., a Nevada corporation in the amount of \$71,569 in favor of the Trustees of the Cement Masons and Plasterers Health and Welfare Trust, Trustees of the Cement Masons and Plasterers Joint Pension Trust, Trustees of the Cement Masons and Plasterers Vacation Savings Plan Trust, and Trustees of the Cement Masons and Plasterers Joint Apprenticeship Training Trust.

Dated this 17th day of December, 2012.

**UNITED STATES DISTRICT JUDGE**

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
100 North City Parkway, Suite 1600  
Las Vegas, Nevada 89106-4614  
(702) 382-2101

1 STATE OF NEVADA )  
2 COUNTY OF Clark ) SS.  
3

4 Michael Peek, being first duly sworn, deposes and says:  
5

6 That he/she is the pres. of Peek Construction Company, a Nevada Corporation,  
7 and Williams Brother, Inc., a Nevada corporation, and is duly authorized to execute this  
8 document; that he/she has read the foregoing Stipulated/Consent Judgment and knows the  
9 contents thereof; that the same is true of his/her own knowledge, except for those matters therein  
stated on information and belief, and as to those matters he/she believes them to be true.

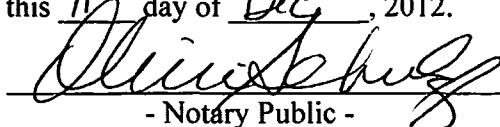
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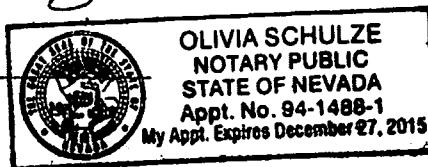
Affiant

13 Subscribed and Sworn to before me

14 this 15<sup>th</sup> day of Dec, 2012.

15   
16 - Notary Public -

17 My commission expires:



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